

CONTRACT #12
RFS # N/A
UT Tracking # 1021970

University of Tennessee
Knoxville Athletic
Department

VENDOR:
Delta Airlines



THE UNIVERSITY of TENNESSEE

Vice President for Administration and Finance

711 Andy Holt Tower
Knoxville, TN 37996-0174
Phone: (865) 974-2243
Fax: (865) 974-1324

April 16, 2007

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

RECEIVED
APR 16 2007
FISCAL REVIEW

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract amendment with Delta Airlines Charter Sales to provide flight services for the men's baseball team to travel to Louisiana State University.

The university competitively bid charter services for football and basketball team travel in 2003. The bid requested service for one year with the option to extend the service for four additional one-year periods. The Fiscal Review Committee reviewed and recommended approval of this contract on November 15, 2007.

The attached amendment provides extended service to accommodate the needs of the men's baseball team which was unable to obtain a commercially available flight home after the baseball game ends. The amendment is filed late as we did not foresee the need for a charter flight until last week.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Shannon Davis

Sylvia Shannon Davis
Vice President for Administration and Finance

c: Dr. John D. Petersen
Mr. Mike Hamilton
Mr. Anthony Haynes
Mr. Bill Myers

CONTRACT SUMMARY SHEET

021406

State Agency	State/County/Division
University of Tennessee	UT Knoxville

Contract Name	Contract Number/Version
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Delta Airlines Charter Sales	C- or <input checked="" type="checkbox"/> V-
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Service Description

Provide transportation to away games for the Men's and Women's athletic teams

Contract Effective Date	Contract End Date	Subsequent to Vendor	Other
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9/3/2003	6/30/2007	Vendor	N/A
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Contract Type

9/3/2003	6/30/2007	Vendor	N/A
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Contract Type

N/A Contractor is on STARS	X Contractor's Form W-9 is on file in Accounts
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Amount Code	Cost Center	Object Code	Plan	Amendment Code	Funding Subgrant Code
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332.42	N/A	N/A	N/A	N/A	N/A
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
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2004				\$ 1,078,000.00	\$ 1,078,000.00
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2005				\$ 1,078,000.00	\$ 2,156,000.00
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2006				\$ 1,112,000.00	\$ 3,268,000.00
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2007				\$ 1,101,163.00	\$ 4,369,163.00
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TOTAL	\$ -	\$ -	\$ -	\$ 4,369,163.00	\$ 4,369,163.00
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COMPLETION FOR AMENDMENT ONLY	State Agency/Project Control/Telephone
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	Basic Contract Amount	Amendment Amount	Sylvia Davis, 865-974-4048
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2004	\$ 1,078,000.00		State Agency/Project Control/Telephone
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2005	\$ 1,078,000.00		Sylvia Shannon Davis, VP Administration and Finance
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2006	\$ 1,112,000.00		
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2007	\$ 1,084,383.00	\$ 16,780.00	
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TOTAL	\$ 4,352,383.00	\$ 16,780.00	
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6/30/07	6/30/07
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6/30/07	6/30/07
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6/30/07	6/30/07
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6/30/07	6/30/07
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African American	Person w/ Disability	Hispanic	Small Business	NOT disadvantaged
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Asian	Female	Native American	OTHER minority/disadvantaged--	
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Contract Selection Method	Competitive Negotiation	Alternative Competitive Method
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X RFP	Negotiation w/ Government(eg,ID,GG,GU)	Other
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Non-Competitive Negotiation		
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Non-Competitive Negotiation		
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Non-Competitive Negotiation		
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Non-Competitive Negotiation		
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Non-Competitive Negotiation		
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The university bid these services in FY 2004 for one year with the option to extend the service for four additional on-year periods.

**THE UNIVERSITY OF TENNESSEE
REQUEST: NON-COMPETITIVE AMENDMENT**

APPROVED:	
UT System Office Approval	Date

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.		
1) UT Tracking Number:		
2) Campus/Institute Name:	The University of Tennessee, Knoxville	
EXISTING CONTRACT INFORMATION		
3) Short Description:	Provide flight transportation for the men's baseball team on April 29, 2007	
4) Proposed Vendor:	Name:	Delta Airlines
	Vendor Number:	1021970
	Vendor ID:	68-0218548
5) Contract #:		
6) Contract Start Date:	July 1, 2006	
7) Current Contract End Date IF all Options to Extend the Contract are Exercised:	June 30, 2007	
8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised:	\$1,101,163 (including the original ly bid contract and exercised renewal periods, the contract totals \$4,369,163)	
PROPOSED AMENDMENT INFORMATION		
9) Proposed Amendment #:	1	
10) Proposed Amendment Effective Date:	April 29, 2007	
11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised:	June 30, 2007	
12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised:	\$1,101,163	
13) Approval Criteria: (Select one)	<input checked="" type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the university
	<input type="checkbox"/>	only one uniquely qualified service provider able to provide the service

14) Description of the Proposed Amendment Effects & Any Additional Service
Provides flight services to the men's baseball team for their April 29, 2007 game at Louisiana State University
15) Explanation of Need for the Proposed Amendment
The team was unable to obtain a commercial flight back after the game
16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)
Delta Airlines, 1030 Delta Blvd, Atlanta GA 30354
17) Documentation of Office for Information Resources Endorsement: N/A (required only if the subject service involves information technology)
18) Documentation of Department of Personnel Endorsement: N/A (required only if the subject service involves training for state employees)
19) Documentation of State Architect Endorsement: N/A (required only if the subject service involves construction or real property related services)
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive Procurement Alternatives
The university's bid for charter services in 2003 included the ability to extend the original contract annually for four additional years. The university has exercised this option and the proposed amendment makes use of the existing service contract.
21) Justification for the Proposed Non-Competitive Amendment
The university currently has a contract with Delta airlines for team charter services

APPROVALS:

\$50,000 or Less

Department Head or Designee

Date

Campus/Unit Purchasing Officer or Designee

Date

Chancellor/Chief Business Officer or Designee

Date

Additional Approval (System) -- Greater than \$50,000

Vice President or their Designee

Date

Additional Approval -- \$250,000 or Greater

**THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT**

This amendment is to the contract between the University of Tennessee (hereinafter University and Delta Airlines _____ (hereinafter Contractor), which Contract was signed by the University on October 30, 2006.

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions and 2 additional pages.

By mutual agreement, the University and the Contractor agree to the following amendment:

Addendum to existing contract 97511 and framework order 550000400 for Delta Airlines to provide one-way charter air service from Baton Rouge, LA to Knoxville for baseball team on 4/29/07. The amendment needs to add \$16,780 to the contract.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

Signature
Ronan G. MacMichael
Printed Name
Manager, Charter Sales
Title
1030 Delta Blvd.
Address
Atlanta, GA 30354

404-715-6590
Telephone Number
58-0218548
SSN or Fed. ID Number

FOR UNIVERSITY:

Football Bowl Account
Department Name
E018605003
Responsible Account (if applicable)
William S. Myers
Administrative Signature (optional)
William S. Myers
Administrative Printed Name

Authorized Official Signature

Authorized Official Name (printed)

Date

STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

 - A. Any partners or employees of the Contractor who are also employees of the University.
 - B. Any relatives of the Contractor's partners or employees who work for the University.
 - C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
14. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.

Schedule 1 Addendum - Univ. of Tennessee Athletics 2006-07 Athletics

Delta will operate the following Charter Flights:

(Note: Asterisks in column headings are explained on the previous page)

Univ. of Tennessee Baseball Team

Trip	Date	Origin	Destination	Aircraft	Flight Number	Departure (Local)	Arrival (Local)	Payment Due Date	Total Price
1	04/29/07	BTR	TYS	CRJ50	TBD	5:30 PM	8:15 PM	04/25/07	\$16,780

Total: \$16,780

The parties hereto have caused this Addendum to be executed by their undersigned duly authorized representatives effective on the date specified below. Please fax a signed copy to (404) 715-4048.

Effective Date: April 10, 2007

Charterer: University of Tennessee

Delta Air Lines, Inc.

By: _____
David Elliott

By: _____
Ronan G. MacMichael

Title: Event Manager / Travel Coordinator

Title: Manager, Charter Sales

By: _____
Bill Myers

Title: Chief Financial Officer

Schedule 1

Notices. (Agreement Section 9.6)

Notices to Delta shall be sent to the attention of (depending on the form of delivery selected by Charterer):

OVERNIGHT DELIVERY

Vice President – Network Planning
Department No. 661
Delta Air Lines, Inc.
1030 Delta Boulevard
Atlanta, GA 30354
Telephone (404) 715-2158

U.S. MAIL

Vice President – Network Planning
Department No. 661
Delta Air Lines, Inc.
PO Box 20574
Atlanta, GA 30320-2574

FACSIMILE

Vice President – Network Planning
Department No. 661
Delta Air Lines, Inc.
1030 Delta Boulevard
Atlanta, GA 30354
Facsimile No. 404-715-4048

with a copy to:

OVERNIGHT DELIVERY

VP – Deputy General Counsel
Law Department (No. 981)
Delta Air Lines, Inc.
1030 Delta Boulevard
Atlanta, GA 30354
Telephone (404) 715-2872

U.S. MAIL

VP – Deputy General Counsel
Law Department (No. 981)
Delta Air Lines, Inc.
PO Box 20574
Atlanta, GA 30320-2574

FACSIMILE

VP – Deputy General Counsel
Law Department (No. 981)
Delta Air Lines, Inc.
1030 Delta Boulevard
Atlanta, GA 30354
Facsimile (404) 715-2233

Notices to Charterer shall be sent to the attention of (depending on the form of delivery selected by Delta):

OVERNIGHT DELIVERY

David Elliott
Event Manager / Travel Coordinator
University of Tennessee
1600 Phillip Fulmer Way
Suite 205
Knoxville, TN 37996
Telephone 865-974-9276

U.S. MAIL

FACSIMILE

Facsimile No. () - _____

with a copy to:

OVERNIGHT DELIVERY

Telephone () - _____

U.S. MAIL

FACSIMILE

Facsimile No. () - _____